

the Court of Appeals observed that it had been supposed by some that where the court in the progress of the trial makes several rulings, which are successively excepted to, but the exceptions are not severally signed and sealed, they will nevertheless be considered in the Appellate Court, if the last ruling be signed and sealed. The Court went on to say that they did not concur in this view, but *that each distinct exception, which embraces an independent proposition of law, should be signed and sealed by the Court below, before it can be regarded as a valid exception.*<sup>25</sup> But this was not to apply to a series of consecutive prayers offered, for there the ruling of the Court in granting, rejecting, or modifying the prayers, may be regarded as a single act, and one exception properly taken and executed may embrace the whole. And other cases to the contrary were overruled.<sup>26</sup> See also *Planters' Bank v. Bank of Alexandria*, 10 G. & J. 346.

**When exception must be noted and bill of exception signed.**<sup>27</sup>—A bill of

<sup>25</sup> *Cooper v. Holmes*, 71 Md. 20; *Junkins v. Sullivan*, 110 Md. 539.

<sup>26</sup> *McCosker v. Banks*, 84 Md. 292. But rulings on the admission or rejection of evidence and rulings on the prayers should not be included in the same bill of exception. *Tall v. Steam Packet Co.*, 90 Md. 248; *Acker Co. v. McGaw*, 106 Md. 536.

<sup>27</sup> **When exceptions taken—When reduced to form.**—An exception must be taken and noted at the time of the ruling excepted to; but the reduction of the exception to proper form may and should be deferred to some more convenient time after the trial. *Livers v. Ardinger*, 90 Md. 36; *State v. Kent Co.*, 83 Md. 377; *Thomas v. Ford*, 63 Md. 346; *Balto. Asso. v. Grant*, 41 Md. 560.

When a bill of exception states that certain exceptions were taken, it will be assumed that they were seasonably taken at the trial and not afterwards. *Fisher v. Andrews*, 94 Md. 46.

**When signed.**—The bill of exception must be signed during the term of court at which the case was tried. It cannot be signed after the term unless the court has passed an order during the term extending the time for signing beyond the term, or unless the parties otherwise consent. The power of the court to grant an extension, or successive extensions, is unquestioned, but the first extension must be made during the term and each subsequent extension during the time fixed by the order granting the previous extension. *Carter v. R. R. Co.*, 112 Md. 599; *Palmer v. Hughes*, 84 Md. 652; *Westminster v. Shipley*, 68 Md. 610; *Hooker v. Sawyer*, 56 Md. 468; *Soper v. Jones*, 56 Md. 503; *Wheeler v. Briscoe*, 44 Md. 308. But if signed during the term, there is no rule of practice which requires it to be filed within the term. *Bowling v. Turner*, 78 Md. 595. As to the meaning of "term" and "sittings of the term" see *Livers v. Ardinger*, 90 Md. 36; *Schulze v. Fox*, 53 Md. 37; *Townsend v. Chew*, 31 Md. 247.

Where the delay in signing the bills of exception is not due to the appellant, or his attorney, but to changes suggested in them by appellee's counsel, or to non-agreement of the judges, the appeal will be heard. *Williams v. U. S. Fid. Co.*, 105 Md. 90; *Cochrane v. Little*, 71 Md. 323; *Horn v. Buck*, 48 Md. 358.

The matter of the time within which bills of exception must be signed is often regulated by rules of court, or local statutes, and it is sometimes